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4 BILL NO. S-74-09-11

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6 SPECIAL ORDINANCE NO. S- 157-74.

7 AN ORDINANCE approving an agreement with Fort
8 Wayne Community Schools for sewer extension
serving Blackhawk Junior High School

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT

10 WAYNE, INDIANA:

11 SECTION 1. The Agreement dated July 17, 1974 between FORT WAYNE
12 COMMUNITY SCHOOLS and the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works for the construction of a sewer, as follows:

14 Commencing at an existing pumping station located 1,320 \pm feet south
15 of the Hicksville Road (E. State Boulevard Ext.) and 1,400 \pm feet East
16 of Maysville Road, thence North a distance of 898 \pm feet to a proposed
17 manhole located approximately 60 feet South of the Bullerman Ditch;
18 thence in a Northwesterly direction in and along the Westerly side
19 of the Bullerman Ditch a distance of 1,400 \pm feet to a proposed manhole
20 located on the West Side of the Bullerman Ditch and approximately
500 \pm feet Northwest of Maysville Road; thence West in and along a
common property line 1,100 \pm L.F. termination at a proposed manhole.

21 Said sewer shall be 10" and 15" in diameter

22 for a total cost of \$52,939.37, of which 64% will be paid by Sewer Utility, all as
23 more particularly set forth in said Agreement which is on file in the Office of the
24 Board of Public Works, and is by reference incorporated herein and made a part
25 hereof, is hereby in all things ratified, confirmed and approved.

26 SECTION 2. This Ordinance shall be in full force and effect from and
27 after its passage and approval by the Mayor.

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
Phil A. G.
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hunga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 9/10/74

Charles W. Blitsman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hunga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 9-24-74

Charles W. Blitsman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-159-74 on the 24th day of September, 1974.

Charles W. Blitsman
CITY CLERK

ATTEST: (SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 1974, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Blitsman
CITY CLERK

Approved and signed by me this 25th day of September, 1974, at the hour of 11:30 o'clock A. M., E.S.T.

Frank H. Haff
MAYOR

Bill No. S-74-09-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving an agreement with Fort Wayne Community Schools for sewer extension serving Blackhawk Junior High School.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance **DO** **PASS.** **(S)**

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

VIVIAN G. SCHMIDT

✓ Dr. H. W. T.

John Stuckless
James Stuckless

William T. Zinga
Vivian G. Schmidt

DATE 9-24-74 CONCURRED IN
CHARLES W. WESTERMAN, CIR

7/13/74

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 17 day of July, 1974,
by and between FORT WAYNE COMMUNITY SCHOOLS, hereinafter referred to as
"Owner" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation,
hereinafter referred to as "City",

WITNESSETH:

WHEREAS, The Board of Public Works has had cause to construct certain
sanitary sewer interceptors under Resolutions Number 146, 147 and 221 to
serve and benefit the area as noted on EXHIBIT "A" and

WHEREAS, the "Owner" and "City" have agreed to jointly construct a sewer
to serve said Blackhawk Junior High School, said sewer known as "Blackhawk
Junior High School, Sanitary Sewer Resolution #253, hereinafter referred to
as "Sewer", and is described as follows:

Commencing at an existing pumping station located 1,320± feet South of
the Hicksville Road (E. State Boulevard Ext.) and 1,400± feet East of
Maysville Road, thence North a distance of 898± feet to a proposed
manhole located approximately 60 feet South of the Bullerman Ditch;
thence in a Northwesterly direction in and along the Westerly side of
the Bullerman Ditch a distance of 1,400± feet to a proposed manhole
located on the West Side of the Bullerman Ditch and approximately 500±
feet Northwest of Maysville Road; thence West in and along a common
property line 1,100± L.F. terminating at a proposed manhole.

Said sewer shall be 10" and 15" in diameter.

Said "Sewer" to be constructed in accordance with the plans, specific-
ations and profiles as prepared by Water Pollution Control Engineering Department,
and on file at this time in the office of the Board of Public Works commonly
known as "Blackhawk Junior High School Sanitary Sewer, Res. #253. Said plans,
specifications and profiles are by reference incorporated herein and made
a part hereof.

WHEREAS, said "Sewer" will serve not only the land of the "Owner", but
also numerous other areas; and

WHEREAS, the cost of construction of said "Sewer" is represented to be
\$52,939.37 which is composed of \$45,852.60 construction cost, plus \$7086.77
for engineering and inspection costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual conven-
ants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The "City" and "Owner" shall cause said sewer to be constructed and
located in accordance with said plans, specifications, and profiles,
all approved by the City. All work and materials shall be subject
to inspection by City and the right of City to halt construction if

there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by "City". Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The "Owner" and "City" hereby agree to share the entire cost and expense of construction of said "sewer", including engineering and inspection, cost on a 36% - 64% basis.

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the following described real estate:

Commencing at the Southwest corner of said Fractional Quarter Section; thence Easterly along the South line of said Fractional Quarter Section, a distance of 993.0 feet; thence Northerly and parallel to the West line of said Quarter Section by a deflection left of 89 degrees 45 minutes, a distance of 972.0 feet to the North line of said Fractional Quarter Section, as defined by the pavement centerline of State Boulevard; thence Westerly along the said pavement centerline by a deflection left of 89 degrees 34 min, a distance of 530.9 feet to a point of curve; thence departing from the North line of said Fractional Quarter Section; Westerly and Southwesterly along said pavement centerline on a 4 degree 05 minute, more or less, circular curve to the left, a distance of 472 feet, more or less, to the West line of said Fractional Quarter Section; thence Southerly on the line aforesaid, a distance of 901.8 feet to the point of beginning; containing 22.01 acres of land, more or less, subject to 30 feet off the North border thereof as occupied by State Boulevard.

4. CHARGE AGAINST EXCESS AREA

Said Sewer, when constructed, will servd additional or excess area, as shown on attached Exhibit "A".

A. In the event any present or future owner of the area designated as local assessment on EXHIBIT "A", shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the CITY of Fort Wayne an area assessment of \$600.00 per acre in addition to a local connection fee of \$0.03200918 cents per square foot. As the local connection fees are collected by the "City", the City shall retain 50% of the fee and the remaining 50% of the fee shall be disbursed to the "Owner" by the "City" within 60 days of the receipt thereof.

B. All future users within the area designated as area assessment on EXHIBIT "A", whether by direct tap or through the extension or connection of lateral or local lines to service such land; "City", through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City in addition to the cost of standard tap-in and inspection fees, the sum of \$600.00 per acre. The amount so collected by the "City" shall be retained by "City" and deposited with Fort Wayne Sewer Utility.

The area and local connection fees will be due as the areas noted on EXHIBIT "A" are platted or developed.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of "City", by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The "Owner", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "City" of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce "City" to execute and ratify this contract, said "Owner", for himself, his successors and assigns, agrees by this contract to vest in "City" the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate noted in Article 3 herein.

"Owner" further agrees that any deeds, contracts, or other instruments of conveyance made by the "Owner", its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the "owner", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of the Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The "Owner" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the "City" as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "City", who connect into the sewer constructed hereunder, shall be deemed to thereby waive his/her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said Sewer.

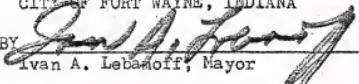
IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

OWNER:

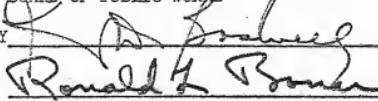
FORT WAYNE COMMUNITY SCHOOLS

BY _____

CITY OF FORT WAYNE, INDIANA

BY 
Ivan A. Lebaoff, Mayor

BOARD OF PUBLIC WORKS

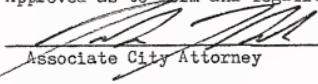
BY 
Ronald L. Boller

JUL 17 1974

ATTESTED


Anna L. Smith
Clerk

Approved as to form and legality;


Associate City Attorney

This Instrument prepared by Philip R. Boller, P.E. 9498

STATE OF INDIANA }
} SS:
COUNTY OF ALLEN }

Before me, the undersigned a Notary Public in and for said County and State, personally appeared representing Fort Wayne Community Schools, Owner, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for voluntary act and deed for the uses and purposes therein contained.

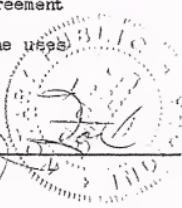
WITNESS my hand and notarial seal, this day of , 1974.


Notary Public

My Commission Expires:

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ivan A. Lebamoff, Mayor; Jerry D. Boswell, Chairman of the Board of Public Works; Ronald L. Bonar and William G. Williams, Members of the Board of Public Works; and Edna I. Smith, Clerk of the Board of Public Works who acknowledged the execution fo the foregoing Agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.


Anne M. Stolt
Notary Public
INDIANA

My Commission Expires:

March 6, 1976

Admn. Appr. _____

DIGEST SHEET

J-74-09-11

TITLE OF ORDINANCE Agreement between City of Fort Wayne & Fort Wayne Community Schools

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Agreement covers the sewer extension serving Blackhawk Junior High School. Cost of said sewer paid 36% by Fort Wayne Community Schools and 64% by City of Fort Wayne.

Upon further development in the area the City and Community Schools

shall be reimbursed 50/50 on charges of \$600.00 per acre assessment as well as a \$.03 per square foot charge.

EFFECT OF PASSAGE Extension of sewers to serve future Utility customers.

EFFECT OF NON-PASSAGE No service

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

Total cost of original sewer construction \$52,939.37 - 64% paid by Sewer Utility.

ASSIGNED TO COMMITTEE (PRESIDENT) Public Works